

**QUARTERLY REPORT FOR GAO PROTESTS  
FOR THE PERIOD OF JANUARY 01, THRU MARCH 31, 2006**

1. Number of protests filed:

	2Q06	1Q06	4Q05	3Q05
o AMC	24	20	25	20
o USACE	5	12	13	7
o DA Other	58	60	64	58
<b>TOTAL</b>	<b>87</b>	<b>92</b>	<b>102</b>	<b>85</b>

(Please refer to listing of protests by MACOM at end of this report)

2. Number of protest sustained/granted:

	2Q06	1Q06	4Q05	3Q05
o AMC	0	0	1	0
o USACE	0	1	1	1
o DA Other	0	1	4	0
<b>TOTAL</b>	<b>0</b>	<b>2</b>	<b>6</b>	<b>1</b>

3. Costs:

a. Costs and fees awarded by GAO to protester:

	2Q06	1Q06	4Q05	3Q05
o AMC	\$0	\$0	\$0	\$0
o USACE	\$0	\$395,000	\$0	\$0
o DA Other	\$0	\$642,195	\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$1,037,195</b>	<b>\$0</b>	<b>\$0</b>

b. Estimated preaward value of requirement or postaward contract cost/price:

(1) Preaward protests (estimated value of requirement):

	2Q06	1Q06	4Q05	3Q05
o AMC	\$80,808,245	\$526,814,262	\$1,139,095,600	\$33,739,499
o USACE	\$323,800,000	\$15,368,072	\$1,581,000	\$329,901,159
o DA Other	\$458,732,677	\$9,614,942	\$409,017,711	\$57,653,980
<b>TOTAL</b>	<b>\$863,340,922</b>	<b>\$551,797,276</b>	<b>\$1,549,694,311</b>	<b>\$421,294,638</b>

(2) Postaward protests (contract cost/price):

	2Q06	1Q06	4Q05	3Q05
o AMC	\$966,421	\$905,307,312	\$553,548,725	\$293,857,768
o USACE	\$5,000	\$68,200,283	\$105,989,120	\$70,000,000
o DA Other	\$26,116,573,715	\$14,622,434	\$13,082,134	\$1,315,405,460
<b>TOTAL</b>	<b>\$26,117,545,136</b>	<b>\$988,130,029</b>	<b>\$672,619,979</b>	<b>\$1,679,263,228</b>

c. Total government personnel costs resulting from protests:

	2Q06	1Q06	4Q05	3Q05
o AMC	\$57,863	\$225,454	\$79,815	\$282,876
o USACE	\$129,174	\$42,342	\$62,485	\$13,015
o DA Other	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>\$187,037</b>	<b>\$267,796</b>	<b>\$142,300</b>	<b>\$295,891</b>

4. Lessons learned, issues and trends:

**a. AMC Lessons Learned:**

**(1) OMNI Government Services, B-297240.2**

Prepare thorough documentation to submit to the Small Business Administration when considering changing procurement from a small business set-aside to the SBA 8(a) program.

**(2) Remington Arms Co., B-297374.1**

Requirement to document evaluation of technical proposals is essential to ensure that the agency's decision/conclusions are reasonable and in accord with stated evaluation criteria.

**b. USACE Lessons Learned:**

**(1) Ashbritt, Inc., B-297889, B-297889.2, March 20, 2006:**

GAO denied a pre-award protest concerning a \$300 million procurement for demolition and debris removal services in Mississippi following Hurricane Katrina. The Solicitation contemplated awarding three indefinite quantity contracts – one unrestricted as to size, one reserved for HUBZone small businesses, and one reserved for 8(a) small businesses. The protest challenged the Corps' implementation of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), which provided that, "[i]n the expenditure of Federal funds for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities which may be carried out by contract or agreement with private organizations, firms, or individuals, preference shall be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency." The RFP implemented the Act by limiting competition for each of the contracts to firms residing or doing business primarily in the State of Mississippi pursuant to the Stafford Act." In denying the protest, the Comptroller General found the solicitation's use of a set-aside to firms residing in or doing business primarily in Mississippi is a valid exercise of the Agency's discretion under the Stafford Act.

**c. DA Others – Lessons Learned:**

**(1) Poly-Pacific Technologies, Inc., B-295496.3:**

On 19 January 2005, GAO denied the protest of Poly-Pacific Technologies. Poly-Pacific protested the award of a contract issued by the National Guard Bureau for plastic and glass media for use in removing paint from military vehicles and components, and for the recycling of the spent material generated from such usage. Poly-Pacific raised several issues, but it primarily challenged the agency's evaluation of the awardee's past performance, GAO determined that the agency's evaluation was consistent with the stated criteria and that it was unobjectionable.

Lesson Learned: This award followed a corrective action from an earlier protest. That protest was necessitated by divergence between the stated evaluation factors and the source selection methodology. Prior to announcing the new award, the contracting office coordinated with CAD for a review of the revised evaluation documents. All anomalies were resolved and the award decision announced. The successful outcome of this case reflects the value of a CAD review of source selection documents at the completion of a corrective action. Also, this case reflects the reality that in highly competitive industries, such as the paint-blasting materials industry, protests are nearly inevitable as competitors fight to maintain market share.

**(2) JWK International, Inc., B-296969.3:**

(JWK I) JWK challenged an award by White Sands Missile Range for base operating support services. JWK, the incumbent, alleged that the contracting specialist was biased in favor of the awardee, thereby violating CICA and FAR Part 3. JWK also alleged that the contracting specialist acted in bad faith by removing a member of the evaluation board. By decision dated 5 January 2006, GAO denied the protest, holding that the record contained no evidence of bias or bad faith on the part of the contracting officer or any other agency official.

Lesson Learned: CAD defended this protest with detailed declarations from Army personnel rebutting JWK's allegations. CAD also coordinated with the awardee to elicit declarations from its personnel rebutting the allegations of bias. Faced with a record of detailed rebuttals from the Army, balanced against generalized allegations from JWK, the denial of the protest was foreseeable. The lesson learned is that bias allegations need to be rebutted forcefully and in great detail. Also, in this case JWK included allegations based upon an IG complaint filed by a former employee of the awardee. The GAO declined to review these allegations because they were the subject of an ongoing IG investigation. This aspect of the case may be useful in the future when faced with discovery requests for IG documents.

**(JWK II) Protest of JWK International, Inc. Court of Federal Claims No. 06-34C:**

After losing before the GAO, on 13 January 2006 JWK filed a new protest with the COFC seeking a TRO and a preliminary injunction. JWK alleged (1) that the contracting office violated the Procurement Integrity Act by improperly releasing price information to the awardee, and (2) the Government's award decision was biased and made in bad faith. On 17 January 2006, Judge Firestone heard arguments on the TRO motion. In a bench ruling the judge denied the TRO request. On 20 January 2006, JWK withdrew its preliminary injunction motion.

Lesson Learned: The outcome of this COFC case validated the usefulness of the MOU between the CAD and the LitDiv whereby CAD supports DOJ in defending protests that are first filed with the GAO. Because of this arrangement, CAD immediately provided DOJ with the documents and detailed case knowledge needed to defeat the TRO motion. This was a fine example of maximizing litigation resources to achieve an outstanding result.

(JWK III)GAO Investigates Suspected Protected Order Violation. Not only did JWK lose twice, but the GAO is currently investigation whether its counsel violated the GAO protected order by improperly using protected documents in its COFC filings.

Lesson Learned: When you are in a hole, stop digging.

**(3) DOR Biodefense, Inc. (DOR) and Emergent Biosolutions, Inc (Emergent), B-296358.3 and .4:**

DOR and Emergent challenged a contract modification issued by the Joint Vaccination Acquisition Program (JVAP) by alleging that it was out of scope. By way of background, DOD established the JVAP to stockpile FDA-approved biological defense vaccines to protect the U.S. Armed Forces against biological threat agents. In 1997, JVAP awarded the Dynport Vaccine Company a 10-year, \$322 million contract to develop and produce various vaccines as the primary systems contractor. In 1999, JVAP exercised an option CLIN for the development, testing, and licensure of a botulism vaccine. The CLIN was then modified to increase the period of performance by five years and the costs by an additional \$183 million. DOR and Emergent submitted protests to the GAO alleging that the botulism CLIN modification was an out-of-scope modification tantamount to a sole source award. The GAO denied the protest, finding that notwithstanding the cost increase and time extension, the work anticipated at the time of award never really changed. Furthermore, GAO found that the changes to the botulism CLIN were of a nature that could have reasonably been anticipated by offerors at the time of award.

Lesson Learned: Here, the object of the botulism CLIN was the delivery of a product. The product to be delivered never changed a critical fact in obtaining this favorable outcome. If, on the other hand, the CLIN had been for services, to be delivered during a specified period of time, the outcome would have been different. Thus when analyzing an out-of-scope allegation, focus on this key distinction.

**(4) Alan D. King, B-295529.6:**

Mr. King is the deputy garrison commander at Walter Reed AMC. He led the in-house team that unsuccessfully competed for base operations services function under an A-76 competition commenced in 2000. The cost comparison decision was announced in January 2006. Mr. King argued that because the A-76 process was not completed by September 30, 2004, it was by operation of law actually an A-76 study under revised OMB Circular A-76 issued in 2003. The significance of the 2003 Circular is that it accords protest rights to Government employees. Mr. King argued that he was the functional equivalent of the "Agency Tender Official" under the 2003 Circular, and as such he has standing to protest the 2006 cost comparison decision. On February 21, 2006, the GAO dismissed. It agreed with CAD that this A-76 study was clearly conducted under the previous Circular which does not accord protest rights to Government employees. Accordingly, Mr. King lacked standing.

Lesson Learned: The legal theory underpinning this protest was frivolous. Mr. King was simply casting about for some way to appeal the loss of the A-76 competition by the Army employees. Mr. King would have been better advised to put his efforts into the formation of a better constructed MEO. In the course of defending the series of protests arising from this A-76 action, CAD concluded that the formation of the MEO was delegated in total to the MEO's support contractor. That firm seemed to lack the skills and incentive to formulate a viable, efficient MEO. Disaster for the MEO ensued. The lesson learned is that an MEO that put its destiny in the hands of support contractors is likely to be bitterly disappointed. The MEO is better situated to look after its own interests than any support contractor.

**(5) Trans Tech Leasing, Inc., B-297649.2:**

Trans Tech challenged a Surface Deployment and Distribution Command (SDDC) solicitation for domestic “shipping of all kinds” valued at approximately \$242 million. Trans Tech argued that “brokers” competing for the small business set-aside portion of the procurement were not able to comply with a contract clause limiting subcontracting. FAR Clause 52.219-14, which was in the solicitation, required contractors to expend at least 50% of the cost of contract performance incurred for personnel on employees of the company. Trans Tech argued that “brokers” with no trucking assets could not comply. The Army filed a motion to dismiss arguing that Trans Tech was not an interested party because it was not in line for award for the lanes in contention. In each instance, a company that was not a broker was in line for award ahead of Trans Tech.

Lesson Learned: Always scrutinize the competitive position of the protester before expending resources in rebutting its argument on the merits. This protest, which could have been problematic had it proceeded to a decision, was rapidly resolved because of Trans Tech’s poor competitive position relative to its competitors.

**(6) Fluor Intercontinental, Inc., B-298010.2:**

Fluor protested its elimination from the competitive range of a competition for a three-year, \$65 million JCC-I/A (Joint Contracting Command – Iraq / Afghanistan) contract to provide electricity to Iraqi citizens and transition that responsibility to the Iraqi Ministry of Electricity. Fluor was notified of its elimination prior to award and offered a pre-award debriefing, yet elected to delay its debriefing until after award. CAD immediately filed for a dismissal, pointing out the Fluor’s protest was untimely. The GAO agreed.

Lesson Learned: Anytime a protestor is notified of its pre-award elimination from competition, yet elects to delay its debriefing until after award, be alert for a possible timeliness motion.

**(7) Global Analytic Information Technology Solutions (GAITS), B-297200.3:**

GAITS challenged the Army’s decision to remove a small business set-aside restriction from a GSA Federal Supply Schedule (FSS) request for quotes (RFQ) for project management and other support services for the Standard Army Maintenance System-Enhanced (SAMS-E) and the PM LIS Legacy Standard Army Management Information Systems (STAMIS) modernization program. Initially, the Army selected McLane Advanced Technologies (MAT) for award of a \$70,690,481 contract under the RFQ. GAITS, however, filed a successful protest with the SBA on the basis that MAT was not a small business and the RFQ was a set-aside for small business. In response to the SBA finding, the contracting officer terminated the contract with MAT and issued a new RFQ that did not contain a set-aside for small business. GAITS claimed that the Army cannot set aside the procurement exclusively for small businesses and then later lift that restriction. The GAO disagreed, ruling that because FAR Part 19 small business set-aside requirements do not apply to FAR Part 8 FSS purchases, the Army was not precluded from re-soliciting the requirement on an unrestricted basis.

Lesson Learned: With one exception (bundling), FAR Part 19 is not applicable to FAR Part 8 acquisitions.

**(8) Brian X. Scott, B-297389.3:**

Mr. Scott, a procurement analyst with the U.S. Geological Survey, protested the issuance of two solicitations for security operations in Iraq (guard and protective services for Victory Base adjoining the Baghdad International Airport and for internal installation security operations at various locations throughout Iraq to be furnished on a task order basis). Mr. Scott protested these solicitations alleging that they violated the Anti-Pinkerton Act’s prohibition of the government’s use of private mercenary armies (the Act prohibits contracts with organizations

that offer quasi-military armed forces for hire, but does not prohibit contracts with organizations that provide guard or protective services). Mr. Scott alleged that the solicitations in question cross the line from contracts for guard and protective services to contracts for quasi-military armed force. The GAO dismissed these two protests, holding that Mr. Scott is not eligible as a federal employee (without special exception) to receive award of a federal contract and because Mr. Scott did not make a “clear and unconditional statement” that he will have left his federal employment by the time of contract award.

Lesson Learned: Mr. Scott may be able to maintain interested party status to protest future procurements if he makes a clear and unconditional statement up front that he will resign his federal employment if awarded the contract.

**(9) Optical Systems Technology, Inc. (OSTI), B-296516.2 and .3:**

OSTI challenged a contract issued by SOCOM for non-developmental Visual Augmentation Systems (VAS) In-Line Clip-on Night Sights for .50 cal sniper rifles. OSTI’s products were determined to be technically unacceptable and, therefore, ineligible for award. OSTI’s principal arguments were that its product samples were unreasonably tested (resulting in physical damage to both OSTI’s product samples) and that the awardee made material misrepresentations upon which the agency relied in making the award decision. After a lengthy hearing and a total of eight written submissions, the GAO found that the agency’s technical evaluation was reasonable. Also, the various allegations by OSTI that the awardee made misrepresentations to the agency were found to lack merit.

Lesson Learned:

Here, the agency’s evaluation was scrutinized exhaustively. Several small irregularities were found, but none that mattered. In the end, this protest came down to the protester disagreeing with the evaluation, which is an insufficient basis to sustain a protest.

**(10) Deborah Blanks, B-297987:**

Ms. Blanks filed a pre-award protest of procurement for mess hall services at Fort Polk. Fort Polk decided to acquire food services and dining facility attendant services by negotiating directly with the State Licensing Agency (SLA) pursuant to the Randolph-Sheppard Act (RSA). No solicitation to offerors was synopsisized. Ms. Blanks demanded a copy of the solicitation; Fort Polk refused to provide it and this protest ensued. This protest raised a case of first impression because there has never been a GAO decision addressing whether an agency may negotiate directly with an SLA, thereby circumventing the full and open competition requirements of CICA. The agency report focused upon two key issues: (1) whether the RSA or its implementing regulations authorized direct negotiations with SLAs; and (2) whether the RSA is a statutory exception to CICA. Ms. Blanks, who was *pro se*, failed to comment upon the agency report and the protest was promptly dismissed by the GAO.

Lesson Learned: The concept of noncompetitive awards to SLA’s is hot, and probably needs some firm guidelines. It is likely that the GAO will ultimately have an occasion to opine on this issue.

5. Protest filed by major commands (HCAs):

**a. AMC, GAO protests:**

<b>AMC (GAO)</b>	<b>2Q06</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>
AFSC	4	4	6	4
ANDA	0	0	0	0
ARDEC	0	0	0	0
ARL	0	0	0	0
ATCOM	0	0	0	0
AMCOM	6	4	6	4
AMCOM (AATD)	0	0	0	0
AMC-SBIR	0	0	1	0
BELVOIR	0	0	0	0
BGAD	0	0	0	0
CACWOO	0	0	0	0
CCAD	0	0	0	0
CBDCOM	0	0	0	0
CECOM	3	1	4	6
DESCOM (Letterkenny)	0	0	0	0
DPG	0	0	0	0
JMC	0	0	0	0
IOC	0	0	0	0
LEAD	0	0	0	0
MCALESTER	0	0	0	0
MICOM	0	0	0	0
NATICK	0	0	0	0
OSC	0	0	0	0
PBA	0	0	0	0
RDECOM	1	4	2	1
RMA	0	0	0	0
RRAD	0	0	0	0
SBCCOM	0	0	0	0
SSCOM	0	0	0	0
TACOM	10	7	6	5
TECOM	0	0	0	0
TECOM-OPTEC	0	0	0	0
TECOM-Dungway	0	0	0	0
TECOM-Yuma Proving G	0	0	0	0
USMA	0	0	0	0
<b>Total</b>	<b>24</b>	<b>20</b>	<b>25</b>	<b>20</b>

**b. USACE, GAO protests:**

<b>USACE (GAO) TOTAL</b>	<b>2Q06</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>
ALASKA	0	1	0	0
ALBUQUERQUE	0	0	0	0
BALTIMORE	0	0	0	1
BUFFALO	0	0	0	0
CHARLESTON	0	0	0	0
CHICAGO	0	0	0	0
DETROIT	0	0	0	0
EUROPE	0	1	0	0
FAR EAST	0	0	0	0
FORT WORTH	0	0	3	0
GALVESTON	0	0	0	0
HEADQUARTERS	0	0	0	0
HONOLULU	0	0	0	0
HUMPHREYS ENG CNTR	0	0	0	0
HUNTINGTON	0	1	0	0
HUNTSVILLE	0	0	0	0
JACKSONVILLE	0	1	0	0
JAPAN	0	0	0	0
KANSAS CITY	0	2	0	0
LOS ANGELES	0	0	0	1
LOUISVILLE	0	2	2	0
MEMPHIS	0	0	0	0
MOBILE	0	0	0	0
NASHVILLE	0	0	0	0
NEW ENGLAND	2	0	1	1
NEW YORK	0	0	0	0
NEW ORLEANS	0	0	0	0
NORFOLK	0	0	0	0
OMAHA	0	0	1	0
PACIFIC OCEAN DIV	0	0	0	0
PHILADELPHIA	0	1	2	0
PITTSBURGH	0	0	0	0
PORTLAND	0	0	0	0
ROCK ISLAND	0	0	0	0
SACRAMENTO	1	0	0	0
SAN FRANCISCO DISTRICT	0	0	2	0
SAVANNAH	0	0	0	4
SEATTLE	0	0	0	0
ST LOUIS	0	1	0	0
ST PAUL	0	0	0	0
TRANSATLANTIC	0	2	1	0
TRANSATLANTIC (EUROPE)	0	0	0	0
TULSA	0	0	0	0
VICKSBURG DISTRICT	2	0	1	0
<b>Total</b>	<b>5</b>	<b>12</b>	<b>13</b>	<b>7</b>

**c. DA Other, GAO protests:**

<b>DA (GAO) TOTAL</b>	<b>2Q06</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>
N REG	6	15	6	6
S REG	6	8	12	14
MEDCOM	4	6	6	4
CCE	3	0	0	0
NGB	11	6	7	4
DCCW	0	0	4	0
EUSA	0	0	0	0
USASOC	1	2	0	1
USACFSC	0	0	0	0
USAREC	0	0	0	0
ITEC4	1	6	7	5
PCO-IRAQ	10	5	11	11
USCCK	4	2	0	0
USASMDC	0	0	0	0
USARPARC	0	0	0	0
DETRICK	2	3	3	2
MDA	2	0	0	0
SDDC	4	3	0	3
USARO	0	0	0	0
USAREUR	1	2	0	1
INSCOM	0	0	0	0
DIA	1	1	4	2
MDW	0	0	0	0
ACA-SW	2	1	0	0
Kuwait	0	0	1	5
ACA-Korea	0	0	3	0
<b>DA (GAO) TOTAL</b>	<b>2Q06</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>

**QUARTERLY REPORT FOR AGENCY LEVEL PROTESTS  
FOR THE PERIOD OF JANUARY 01 THRU MARCH 31, 2006**

6. Number of protest filed:

	<b>2Q06</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>
o AMC	7	7	3	5
o USACE	18	11	16	10
o DA Other	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>25</b>	<b>18</b>	<b>19</b>	<b>15</b>

(Please refer to listing of protests by MACOMs at the end of this report)

7. Number of protest sustained/granted:

	<b>2Q06</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>
o AMC	0	0	0	0
o USACE	0	0	0	0
o DA Other	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

8. Costs:

a. Costs and fees awarded to protester:

	<b>2Q06</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>
o AMC	\$0	\$0	\$0	\$0
o USACE	\$0	\$0	\$0	\$0
o DA Other	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

b. Estimated preaward value of requirement or postaward contract/price:

(1) Preaward estimated value of requirement:

	<b>2Q06</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>
o AMC	\$0	\$52,806,198	\$2,751,507	\$0
o USACE	\$115,518,055	\$6,948,745	\$20,269,879	\$74,691,810
o DA Other	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>\$115,518,055</b>	<b>\$59,754,943</b>	<b>\$23,021,386</b>	<b>\$74,691,810</b>

(2) Post award protest (contract cost/price)

	2Q06	1Q06	4Q05	3Q05
o AMC	\$7,323,060	\$4,583,400	\$4,583,400	\$373,047,877
o USACE	\$49,476,155	\$1,710,059	\$1,710,059	\$7,596,500
o DA Other	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>\$ 56,799,215</b>	<b>\$ 6,293,459</b>	<b>\$ 6,293,459</b>	<b>\$380,644,377</b>

c. Total government personnel costs resulting from protests:

	2Q06	1Q06	4Q05	3Q05
o AMC	\$2,084	\$64,342	\$14,710	\$11,039
o USACE	\$28,692	\$65,419	\$26,765	\$16,088
o DA Other	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>\$30,776</b>	<b>\$129,761</b>	<b>\$41,475</b>	<b>\$27,127</b>

9. Lessons learned, issues and trends:

a. **AMC- Lessons Learned:** None

b. **USACE Lessons Learned:** None.

c. **Other DA Lessons Learned:** Not applicable - will be submitted on fiscal year ending basis.

10. Protest filed by major commands (HCAs):

**a. AMC, Agency protest:**

<b>AMC (Agency) TOTAL</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>	<b>2Q05</b>
ACLAL	0	0	0	0
AFSC	0	0	0	1
ANDA	0	0	0	0
ARDEC	0	0	0	0
ARL	0	0	0	0
ATCOM	0	0	0	0
AMCOM	2	2	3	4
AMCOM (AATD)	0	0	0	0
BGAD	0	0	0	0
CACWO	0	0	0	0
CCAD	0	0	0	0
CBDCOM	0	0	0	0
CECOM	1	1	0	1
DESCOM (Letterkenny)	0	0	0	0
DPG	0	0	0	0
JMC	0	0	0	0
IOC	0	0	0	0
LEAD	0	0	0	0
MCALSTER	0	0	0	0
MICOM	0	0	0	0
NATICK	0	0	0	0
OSC	0	0	0	0
PBA	0	0	0	0
RDECOM	0	0	1	2
RMA	0	0	0	0
RRAD	0	0	0	0
SBCCOM	0	0	0	0
SSCOM	0	0	0	0
TACOM	4	0	1	5
TECOM	0	0	0	0
TECOM-OPTEC	0	0	0	0
TECOM-Dungway	0	0	0	0
TECOM-Yuma Proving G	0	0	0	0
UNKNOWN	0	0	0	0
USMA	0	0	0	0

**b. USACE, Agency protest:**

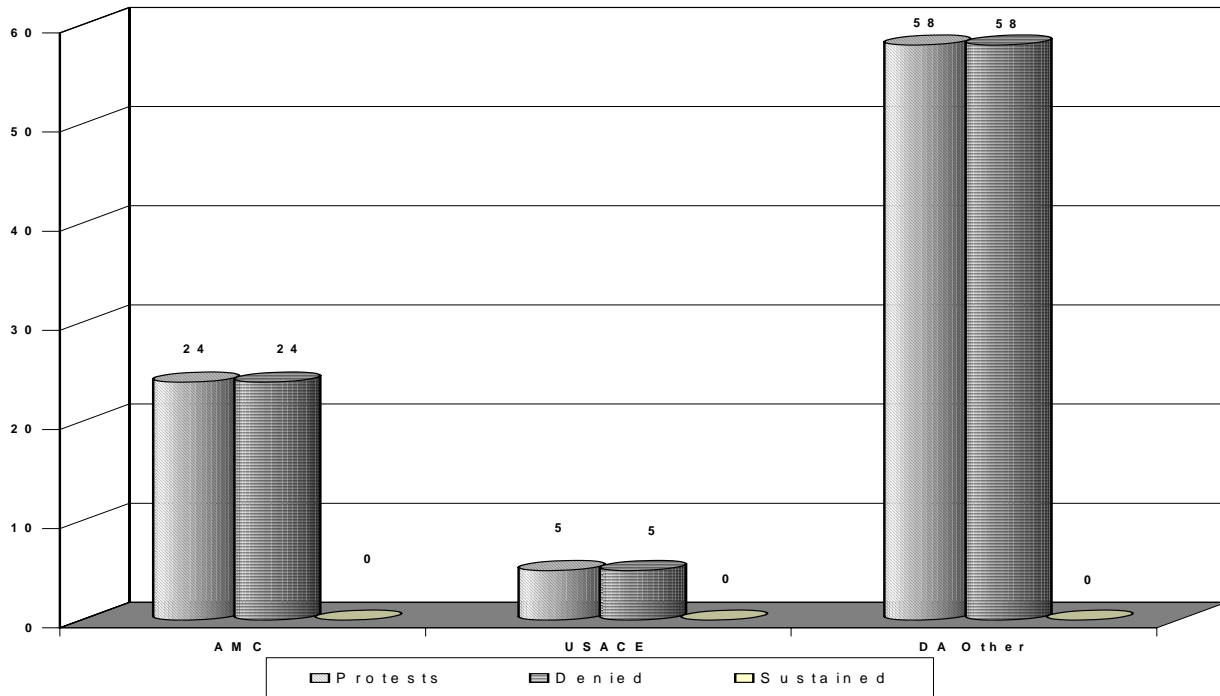
<b>USACE (Agency) TOTAL</b>	<b>2Q06</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>
ALASKA	1	0	1	0
ALBUQUERQUE	0	1	0	0
BALTIMORE	3	0	2	1
BUFFALO	0	0	0	2
CHARLESTON	0	0	0	0
CHICAGO	0	0	0	0
DETROIT	0	0	0	0
EUROPE	0	0	0	0
FAR EAST	0	0	0	0
FORT WORTH	0	0	0	0
GALVESTON	0	4	0	0
HEADQUARTERS	0	0	0	0
HONOLULU	0	0	0	0
HUMPHREYS ENG CNTR	0	0	0	0
HUNTINGTON	0	0	1	0
HUNTSVILLE	0	0	0	2
JACKSONVILLE	0	2	0	0
JAPAN	0	0	0	0
KANSAS CITY	1	0	0	0
LITTLE ROCK	0	0	0	0
LOS ANGELES	0	0	0	0
LOUISVILLE	0	0	0	1
MEMPHIS	0	0	1	0
MOBILE	0	0	0	0
NASHVILLE	0	0	0	0
NEW ENGLAND	0	0	0	0
NEW YORK	0	0	3	1
NEW ORLEANS	3	1	0	0
NORFOLK	0	1	1	1
OMAHA	0	0	0	0
PACIFIC OCEAN DIV	0	0	0	0
PHILADELPHIA	0	1	1	0
PITTSBURGH	0	0	0	0
PORTLAND	0	0	0	0
ROCK ISLAND	0	0	0	0
SACRAMENTO	1	0	0	0
SAN FRANCISCO	0	0	4	0
SAVANNAH	3	0	0	1
SEATTLE	1	0	1	0
ST LOUIS	0	0	0	0
ST PAUL	0	0	0	0
TRANSATLANTIC	1	0	0	0
TRANSATLANTIC (EUROPE)	0	0	0	1
TULSA	0	0	1	0
VICKSBURG	2	1	0	0
WALLA WALLA	0	0	0	0
WILMINGTON	2	0	0	0

**c. DA, Agency protest:**

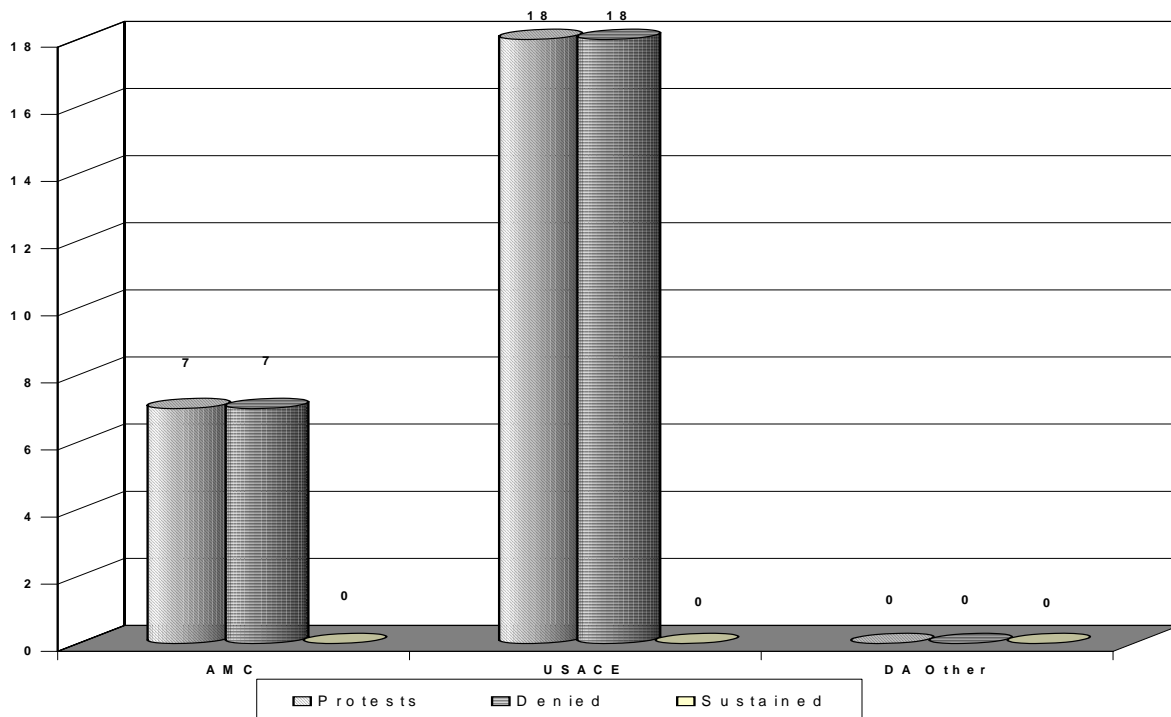
<b>DA (Agency) TOTAL</b>	<b>2Q06</b>	<b>1Q06</b>	<b>4Q05</b>	<b>3Q05</b>
N REG	N/A	N/A	N/A	N/A
S REG	N/A	N/A	N/A	N/A
MEDCOM	N/A	N/A	N/A	N/A
NGB	N/A	N/A	N/A	N/A
DCCW	N/A	N/A	N/A	N/A
EUSA	N/A	N/A	N/A	N/A
USSOC	N/A	N/A	N/A	N/A
USACFSC	N/A	N/A	N/A	N/A
USARC	N/A	N/A	N/A	N/A
ITEC4	N/A	N/A	N/A	N/A
USASDC	N/A	N/A	N/A	N/A
USARPARC	N/A	N/A	N/A	N/A
DETRICK	N/A	N/A	N/A	N/A
MDA	N/A	N/A	N/A	N/A
MTMC	N/A	N/A	N/A	N/A
USARO	N/A	N/A	N/A	N/A
USAREUR	N/A	N/A	N/A	N/A
INSCOM	N/A	N/A	N/A	N/A
DIA	N/A	N/A	N/A	N/A

11. Graphs on GAO & Agency level protests filed and associated costs/fees:

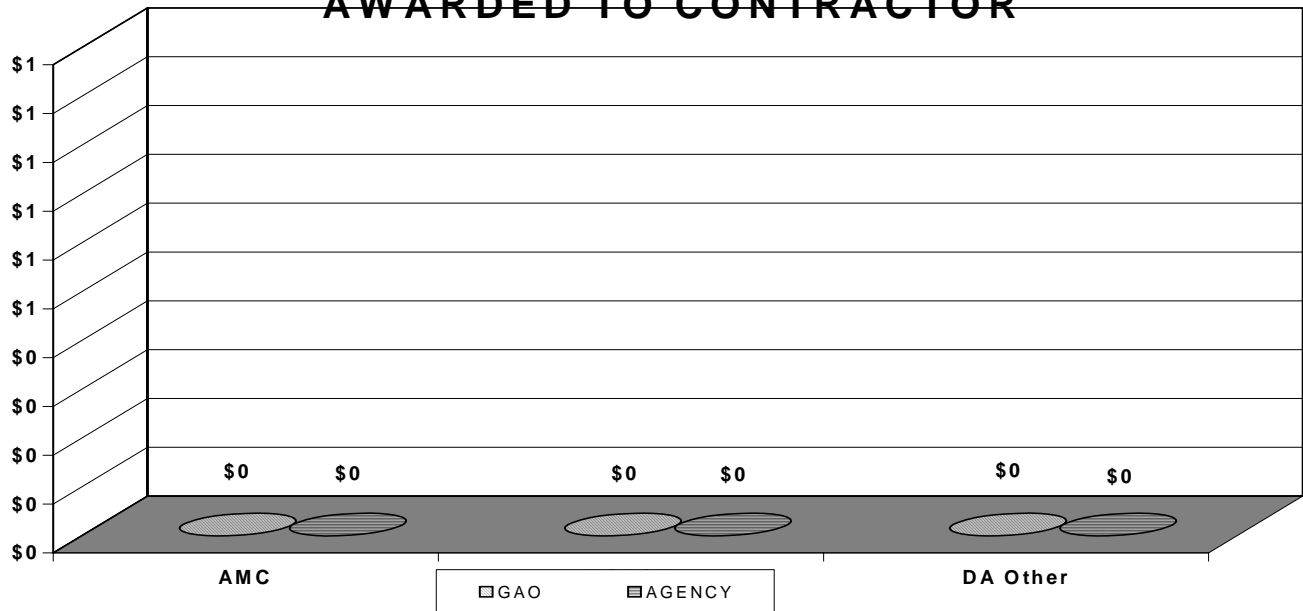
**2 Q 0 6 G A O L e v e l P r o t e s t s**



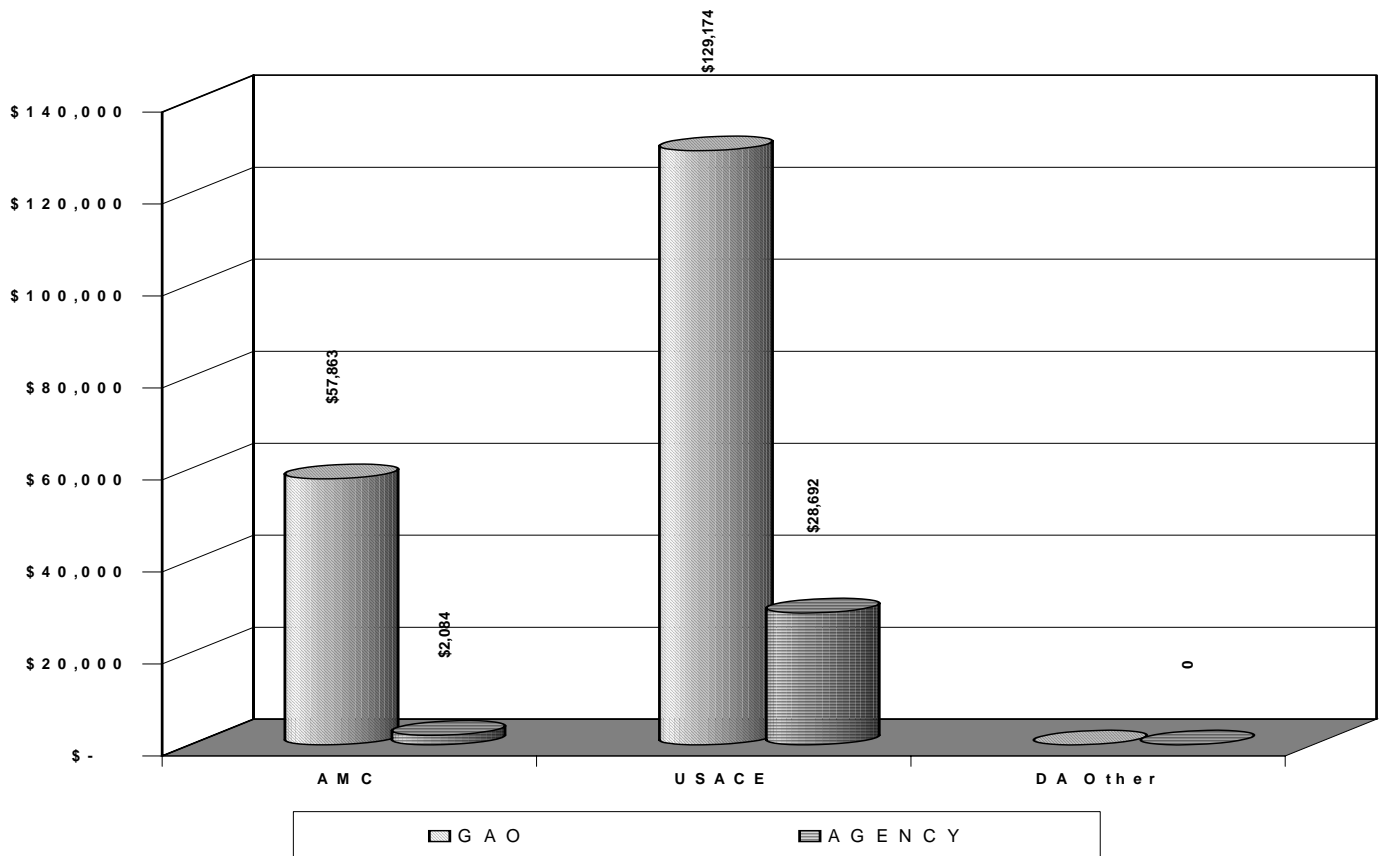
**2 Q 0 6 A G E N C Y L e v e l P r o t e s t s**



## 2Q06 GAO & AGENCY Level COSTS & FEES AWARDED TO CONTRACTOR



## 2 Q 0 6 G A O & A G E N C Y L e v e l P e r s o n n e l C o s t s



## 2 Q 0 6 G A O & A G E N C Y L e v e l P o s t - A w a r d e d C o s t s

